



Dakota County

Physical Development Committee of the Whole Agenda

Tuesday, November 1, 2022

2:00 PM

Conference Room 3A, Administration
Center, Hastings

(or following Community Services Committee of the Whole)

If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at CountyAdmin@co.dakota.mn.us.
Emails must be received by 7:30am on the day of the meeting.
Instructions on how to participate will be sent to anyone interested.

1. Call To Order And Roll Call

Note: Any action taken by this Committee of the Whole constitutes a recommendation to the County Board.

2. Audience

Anyone in the audience wishing to address the Committee on an item not on the Agenda or an item on the Consent Agenda may send comments to CountyAdmin@co.dakota.mn.us and instructions will be given to participate during the meeting. Verbal comments are limited to five minutes.

3. Approval Of Agenda (Additions/Corrections/Deletions)

3.1 Approval of Agenda (Additions/Corrections/Deletions)

4. Consent Agenda

4.1 Approval of Minutes Of Meeting Held On October 11, 2022

4.2 *Environmental Resources* - Authorization To Execute Joint Powers Agreement With City Of Apple Valley To Operate Residential Organics Drop-Off Site

4.3 *Environmental Resources* - Acquisition Of Easements On Wolfson Property And Authorization To Amend 2022 Environmental Resources Capital Improvement Program Budget

5. Regular Agenda

5.1 *Parks, Facilities, and Fleet Management* - Approval Of Schematic Design For Law Enforcement Center Integrated Health Unit Addition And Authorization To Proceed Through Design Development

5.2 *Transportation* - Authorization To Submit Project Recommendation And Provide Resolutions Of Support For Minnesota Department Of Transportation's 2022 Corridors Of Commerce Program

5.3 *Environmental Resources* - Update On Status Of 2023-2027 Landfill Host Fee Agreement Negotiations

6. **Physical Development Director's Report**

7. **Adjournment**

7.1 Adjournment

For more information please call 952-891-7030.

Physical Development agendas are available online at

<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

Public Comment can be sent to CountyAdmin@co.dakota.mn.us



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-1550

Agenda #: 3.1

Meeting Date: 11/1/2022

Approval of Agenda (Additions/Corrections/Deletions)



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-1551

Agenda #: 4.1

Meeting Date: 11/1/2022

Approval of Minutes Of Meeting Held On October 11, 2022



Dakota County

Physical Development Committee of the Whole

Minutes

Tuesday, October 11, 2022

10:00 AM

Conference Room L139 Western
Service Center, Apple Valley

(or following Community Services Committee of the Whole)

1. Call To Order And Roll Call

The meeting was called to order at 10:40 a.m. by Commissioner Liz Workman.

Present

- Commissioner Mike Slavik
- Commissioner Kathleen A. Gaylord
- Commissioner Laurie Halverson
- Commissioner Joe Atkins
- Chairperson Liz Workman
- Commissioner Mary Liz Holberg
- Commissioner Mary Hamann-Roland

Also in attendance were Matt Smith, County Manager; Tom Donely, First Assistant County Attorney; Georg Fischer, Physical Development Division Director; Liz Hansen, Administrative Coordinator.

2. Audience

Commissioner Workman asked if there was anyone in the audience that wished to address the Physical Development Committee of the Whole on an item not on the agenda or an item on the consent agenda. No one came forward and no comments were submitted to CountyAdmin@co.dakota.mn.us.

3. Approval Of Agenda (Additions/Corrections/Deletions)

3.1 Approval of Agenda (Additions/Corrections/Deletions)

Motion: Mike Slavik

Second: Kathleen A. Gaylord

Ayes: 7

4. Consent Agenda

Motion: Mary Hamann-Roland

Second: Mike Slavik

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Slavik, the consent agenda was unanimously approved as follows:

4.1 Approval of Minutes Of Meeting Held On September 13, 2022

Motion: Mary Hamann-Roland

Second: Mike Slavik

4.2 Authorization To Execute Joint Powers Agreement With City Of Burnsville For Preliminary Engineering Of Multi-Use Trails Along County State Aid Highways 42 And 5 And Amend 2022 Transportation Capital Improvement Program Budget

Motion: Mary Hamann-Roland

Second: Mike Slavik

WHEREAS, to promote a safe and efficient transportation system throughout Dakota County, the County is partnering with the City of Burnsville to conduct preliminary engineering for missing trail segments along County State Aid Highway (CSAH) 42 and CSAH 5; and

WHEREAS, the Dakota County Pedestrian and Bicycle Study identified these trail gaps as high priorities for improving safety and mobility of pedestrians and bicyclists; and

WHEREAS, preliminary engineering of the trail gaps will assess feasibility, identify property impacts, provide opportunities for public engagement, and estimate trail construction costs; and

WHEREAS, the preliminary engineering effort will include preparation of grant applications for external funding with City and County approval; and

WHEREAS, the City of Burnsville is the lead agency for the preliminary engineering of the two trail gap projects, County Projects (CP) 42-167 and 05-054, with active participation of Dakota County staff; and

WHEREAS, costs of the preliminary engineering effort will be shared 85 percent County funds and 15 percent City funds in accordance with adopted County Policy; and

WHEREAS, the 2022-2026 Transportation Capital Improvement Program Adopted Budget includes \$200,000 in County set-aside funds that have not yet been utilized for trail gap design; and

WHEREAS, a budget amendment is required to transfer the funds from the trail gap set aside to CPs 42-167 and 05-054.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement with the City of Burnsville to identify costs and responsibilities for preliminary engineering and preparation of approved external grant applications in accordance with County policy for trail gaps along County State Aid Highway 42 and County State Aid Highway 5 for County Projects 42-167 and 05-054, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2022 Transportation Capital Improvement Program Adopted Budget is hereby amended as follows:

Expense:	
CP 42-167	\$100,000
CP 05-054	100,000
Trail Gap Setaside	<u>(200,000)</u>

Total Expense **\$0**

Revenue:

CP 42-167 - City Funding	\$15,000
CP 42-167 - County Funding	85,000
CP 05-054 - City Funding	15,000
CP 05-054 - County Funding	85,000
Trail Gap Setaside - City Funding	(30,000)
Trail Gap Setaside - County Funding	<u>(170,000)</u>

Total Revenue **\$0**

This item was approved and recommended for action by the Board of Commissioners on 10/18/2022.

4.3 Planning Commission Update

Information only; no action requested.

5. Regular Agenda

DRAFT

5.1 Authorization To Adopt Dakota County Agricultural Chemical Reduction Effort Plan

Motion: Joe Atkins

Second: Kathleen A. Gaylord

Jill Trescott, Senior Environmental Specialist, presented this item and responded to questions.

WHEREAS, developing the Agricultural Chemical Reduction Effort (ACRE) Plan is a 2022 Board priority; and

WHEREAS, the 2020-2030 Dakota County Groundwater Plan identified reduction of agricultural chemical contamination as a high priority (strategy 1B1); specifically, tactic 1B1 states that the County will develop an ACRE Plan; and

WHEREAS, the purpose of ACRE is to reduce agricultural chemicals in groundwater to levels that no longer pose threats to human health and the environment; and

WHEREAS, the ACRE Plan was developed through extensive research on current Minnesota programs and other state programs focused on improving water quality from agricultural operations, completion of a groundwater nitrate model, a robust stakeholder engagement process, and guidance provided by the County Board, County Planning Commission, and an Agricultural Advisory Group; and

WHEREAS, by Resolution No. 22-289 (July 19, 2022), the County Board authorized the release of the draft ACRE Plan for a 45-day public review period from July 20 to September 3, 2022; and

WHEREAS, comments were received from county residents and five organizations during the public review period resulting in no substantial changes to the ACRE Plan; and

WHEREAS, the Dakota County Planning Commission reviewed the revised ACRE Plan on September 22, 2022, and recommended the adoption of the ACRE Plan to the Physical Development Committee of the Whole.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the Dakota County Agricultural Chemical Reduction Effort (ACRE) Plan.

This item was approved and recommended for action by the Board of Commissioners on 10/18/2022.

Ayes: 7

5.2 Update On 2022 Transportation Capital Improvement Construction Projects

Jeannine Briol, Construction Engineer, presented this item and responded to questions.

Information only; no action required.

5.3 Review Of 2023-2027 Parks And Greenways Capital Improvement Program Project Working Draft And Capital Improvement Program Funding Structure

Georg Fischer, Physical Development Division Director, presented this item and responded to questions. Jeff Bransford, Parks Administrative Manager, was also in the audience and spoke to this item.

Based on guidance provided by the Commissioner's, staff will prepare a draft Parks and Greenways CIP that will include approximately \$4M in Transportation Sales and Use Tax per year along with matching Environmental Legacy Funds at a ratio of 85 Sales and Use Tax/15 Environmental Legacy Fund. In addition, staff will review the amount of Greenway set-aside dollars in the draft to determine if it meets or exceeds partner organization requests for 2023 and 2024. A revised draft will be prepared and presented at the October 18th, 2022 County Board meeting with a request for authorization to release the draft CIP for formal review.

Information only; no action requested.

6. Physical Development Director's Report

7. Adjournment

7.1 Adjournment

Motion: Joe Atkins

Second: Mike Slavik

On a motion by Commissioner Joe Atkins, seconded by Commissioner Mike Slavik, the meeting was adjourned at 12:19 p.m.

Ayes: 7

Respectfully submitted,

Liz Hansen
Administrative Coordinator



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-1419

Agenda #: 4.2

Meeting Date: 11/1/2022

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Apple Valley To Operate Residential Organics Drop-Off Site

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with the City of Apple Valley (City) to operate a residential organics drop-off site (see Attachment: Proposed JPA).

SUMMARY

Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. § 115A.551). By Resolution No.18-493 (September 18, 2018), the Dakota County Board of Commissioners adopted the 2018-2036 Solid Waste Master Plan (Master Plan). The Master Plan includes a strategy to expand opportunities for residential organics recovery and a tactic to co-develop and provide assistance for residential organics drop-off sites with priority municipalities and partners until curbside organics collection is widely available. The City has requested the County to consider providing a residential organics drop-off site within its community.

Dakota County receives funds from the State of Minnesota to implement landfill abatement programs, and the County is required to expend a portion of state-allocated Select Committee on Recycling and the Environment (SCORE) funds on organics programming (Minn. Stat. § 115A.557). For 2023, an estimated \$194,000 must be expended. Using allocated SCORE funds, residential organics drop-off sites have been successfully implemented with over 9,000 registered participants at Thompson County Park (2016), Lebanon Hills Regional Park (2017), the Lakeville Water Treatment Facility (2019), The Mulch Store (2019), the Hastings Transportation Shop (2020), Mendota Heights, Farmington, and Burnsville (2021), and Rosemount (2022).

The City, in partnership with the County, desires an organics drop-off site to be located at 6442 140th Street W., Apple Valley, MN (see Attachment: Proposed Drop-Off Site Map). Staff analyzed the proposed location and determined that nearly 1,600 households would use this site, diverting nearly 200 tons of organics annually from land disposal. The Apple Valley drop-off site would be available to all County residents, as are all of the County's sites.

Proposed JPA Responsibilities

A JPA is proposed to identify City and County responsibilities. City responsibilities include construction and infrastructure installation for one drop-off location to collect organics from Dakota County residents; retaining licensed hauler services; collaborating with the County on promotion and communications; purchasing and storing compostable bags; monitoring daily and maintaining the site

(e.g., snow and ice removal; compostable bag replacement); and administering invoice and reimbursement submittals. County responsibilities include maintaining a list of acceptable organic materials and guidelines; developing and providing promotion, communications materials, and training; reimbursing the City for construction, infrastructure installation, and recurring operational expenses; and administering participant recruitment, registration, and ongoing communication.

RECOMMENDATION

Staff recommends executing a JPA with the City of Apple Valley to implement a residential organics drop-off site for Dakota County residents from the construction start date to December 31, 2028, or until curbside collection of residential organics is widely available.

EXPLANATION OF FISCAL/FTE IMPACTS

The JPA provides for reimbursement funding to the City of Apple Valley for installation of a concrete pad, fencing, bag distribution boxes, signage, recurring compostable bag costs, and organics hauling and disposal service fees. Total estimated JPA costs are not to exceed \$99,500 for the six-year term (see Attachment: Estimated Allocated Funds). Final JPA costs will include the City’s enclosure quote, estimated not to exceed \$25,000. Total six-year costs equate to approximately \$10.37 per participating household per year. Sufficient funding has been authorized in the 2022 Environmental Resources Department Budget.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Dakota County and the Municipality are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. §115A.551); and

WHEREAS, by Resolution No.18-493 (September 18, 2018), the Dakota County Board of Commissioners adopted the 2018-2036 Solid Waste Master Plan (Master Plan); and

WHEREAS, the Master Plan includes a strategy to expand opportunities for residential organics recovery; and

WHEREAS, the Master Plan includes a tactic to co-develop and provide assistance for residential organics drop-off sites with priority municipalities and partners until curbside organics collection is widely available; and

WHEREAS, the City of Apple Valley (City) in partnership with the County desires a residential organics drop-off site to be located at Apple Valley Public Works, 6442 140th St W, Apple Valley, MN; and

WHEREAS, Dakota County receives Select Committee on Recycling and the Environment (SCORE) funds from the state to implement landfill abatement programs; and

WHEREAS, Minn. Stat. § 115A.557 requires Dakota County to expend a portion of the state-allocated SCORE funds on organics programming; and

WHEREAS, allocated SCORE funds have been used to open residential organics drop-off sites in eight cities from 2016-2021; and

WHEREAS, City responsibilities include drop-off site construction and infrastructure installation for one drop-off location to collect organics from Dakota County residents; retaining licensed hauler services; collaborating with the County on promotion and communications; purchasing and storing compostable bags; monitoring daily and maintaining the site; and administering invoice and reimbursement submittals; and

WHEREAS, County responsibilities include maintaining a list of acceptable organic materials and guidelines; developing and providing promotion, communications materials, and training; reimbursing the Municipality for installation of a concrete pad, fencing, bag distribution boxes, signage, and recurring operational expenses; and administering participant recruitment, registration, and ongoing communication; and

WHEREAS, staff recommends executing a joint powers agreement with the City to implement a residential organics drop-off site for Dakota County residents from the construction start date to December 31, 2028, or until curbside collection of residential organics is widely available.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute a joint powers agreement with the City of Apple Valley to operate a residential organics drop-off site located at Apple Valley Public Works, 6442 140th St. W. in the City of Apple Valley from the construction start date to December 31, 2028, or until curbside residential organics collection is offered in the City of Apple Valley and to provide reimbursement funding in an amount not to exceed an estimated \$99,500 for the six-year term as substantially presented on November 1, 2022, to the Physical Development Committee of the Whole, subject to approval by the County Attorney’s Office as to form.

PREVIOUS BOARD ACTION

14-493; 09/18/18

ATTACHMENTS

- Attachment: Proposed JPA
- Attachment: Proposed Drop-Off Site Map
- Attachment: Estimated Allocated Funds

BOARD GOALS

- A Great Place to Live
- A Healthy Environment
- A Successful Place for Business and Jobs
- Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Nikki Stewart
Author: Lori Frekot

**JOINT POWERS AGREEMENT
BETWEEN THE COUNTY OF DAKOTA AND
THE CITY OF APPLE VALLEY
TO OPERATE A RESIDENTIAL ORGANICS DROP-OFF SITE**

This Agreement is between the County of Dakota (County) and the City of Apple Valley (City).

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to exercise any power common jointly or cooperatively to the contracting parties; and

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. §115A.551); and

WHEREAS, by Resolution No.18-493 (September 18, 2018), the Dakota County Board of Commissioners adopted the 2018-2036 Solid Waste Master Plan (Master Plan); and

WHEREAS, the Master Plan includes a strategy to expand opportunities for residential organics recovery; and

WHEREAS, the Master Plan includes a tactic to co-develop and aid with residential organics drop-off sites with cities, until curbside organics collection is widely available; and

WHEREAS, the City is willing to provide for an organics drop-off site to be located at its Central Maintenance Facility; and

WHEREAS, the County receives Select Committee on Recycling and the Environment (SCORE) funds from the state to implement landfill abatement programs; and

WHEREAS, Minn. Stat. § 115A.557 requires the County to expend a portion of the state-allocated SCORE funds on organics programming; and

WHEREAS, allocated SCORE funds are used for residential organics drop sites at facilities throughout the County; and

WHEREAS, City responsibilities include: providing one drop-off location to collect organics from Dakota County residents; retaining a licensed hauler; collaborating with the County on promotion and communications; purchasing and storing compostable bags; monitoring daily and maintaining the site; and administering invoice and reimbursement submittals; and

WHEREAS, County responsibilities include: maintaining a list of acceptable organic materials and guidelines; developing and providing promotion; communications materials, and training; reimbursing the City for infrastructure installation; recurring operational expenses; and administering participant recruitment, registration, and ongoing communication.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City shall derive from this Agreement, the County and City hereby enter into this Agreement for the purposes stated herein.

**SECTION 1
PURPOSE**

The purpose of this Agreement is to provide for cooperation and funding between the County and the City for the operation of a residential organics drop-off site.

**SECTION 2
PARTIES**

The parties to this Agreement are the County and the City.

**SECTION 3
TERM**

Subject to termination pursuant to Section 10, this Agreement shall be in effect [INSERT CONSTRUCTION START DATE], and shall continue in effect until December 31, 2028, or until curbside organics collection is offered to residents in the City whichever comes first.

**SECTION 4
COOPERATION**

The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

**SECTION 5
RESPONSIBILITIES OF PARTIES**

5.1 COUNTY RESPONSIBILITIES. The County shall:

- A. Ensure any necessary residential drop-off location approvals are fulfilled.
- B. Maintain and widely distribute to County residents a list of acceptable organic materials, compostable bag specifications, and drop-off site guidelines.
- C. Develop and supply outreach, education, and communications materials to County residents.
- D. Provide recurring drop-off site participation promotion.

- E. Reimburse the City's costs of installing bag distribution boxes, signage, and labels; acquiring compostable bags; organics hauling and disposal service fees; maintenance of the drop-off site, including any contamination or other identified charge or expense incurred by the City in the removal of non-organic material or resulting from the deposit of non-organic material; preparation and distribution of promotional material; and the acquisition and use of other supplies and services with pre-approval from the County liaison. Reimbursement shall be made within 35 days of the receipt of an invoice from the City.
- F. Recruit initial participants through direct mail to households located in the City.
- G. Administer participant recruitment, registration, training, and ongoing communication to residents of the City.
- H. Provide a dedicated organics email for direct contact to County Liaison for residents and City for regular communication.
- I. Provide appropriate drop-off site signage and labels to the City.

5.2 CITY RESPONSIBILITIES. The City shall:

- A. Provide at least one convenient and safe drop-off site, which is accessible from 5:00 am – 10:00 pm daily for Dakota County residents to drop off acceptable organics.
- B. Notify County liaison if any local approvals or notifications are required.
- C. Retain, manage, and pay for licensed waste hauler services including container(s) for organics collection and delivery of collected organics from drop-off site to a permitted and licensed commercial compost facility using adequate container size and at a frequency necessary for a clean, well-maintained site, and at a frequency not less than one collection per week.
- D. Provide the waste hauling pickup schedule to the County.
- E. Obtain County approval prior to changes to hauling frequency if less than once per week.
- F. Install bag distribution box, program signage, and labels.
- G. Collaborate for implementation and recurring promotion using County-supplied materials.
- H. Refer all participation inquiries to the County's Liaison.
- I. Communicate to County's dedicated email all plans or unforeseen circumstances impacting participant use of the site (e.g., nearby construction, site maintenance).

- J. Purchase and store a sufficient supply of BPI-certified compostable bags for use at the drop-off site at a size determined by the County for residential use.
- K. Provide daily monitoring (Monday-Friday) and necessary maintenance of drop-off area (Monday-Sunday) to ensure a clean, safe, and accessible drop-off site for residents including snow and ice removal; certified-compostable bag restocking; and container capacity observations to ensure proper sizing and hauling frequency.
- L. Restock compostable bags at least once each day Monday – Friday, or as needed to ensure a continuous supply of compostable bags is available for participants.
- M. Observe container capacity no later than 24 hours prior to scheduled collection service and report to the County’s dedicated email at least monthly the used capacity of the container.
- N. Submit itemized invoices to the County in accordance with Section 6.2 for organics drop-off site expenses, including: infrastructure installation; compostable bags; organics hauling and disposal service fees; and other supplies and services with pre-approval from the County Liaison.

**SECTION 6
FUNDING**

6.1 FUNDING AMOUNT. The allocated funding for the City shall be in the total amount not to exceed \$[INSERT CALCULATED SIX-YEAR COST] as set forth in Exhibit 1.

6.2 FUNDING PAYMENT. The City shall submit itemized invoices to the County covering annual drop-off site expenses by June 30 of each program year and February 1 following the program year. Costs not billed to the County by February 1 of a given calendar year may not be eligible for reimbursement. The invoices shall be paid within 35 days from the presentation of the claim.

6.3 ELIGIBLE EXPENSES. Municipality may request reimbursement of allocated funds only for eligible items as identified in Section 5 and includes recurring costs for compostable bags; organics hauling and disposal service fees; and other supplies and services including necessary maintenance with pre-approval from the County liaison.

**SECTION 7
PROPERTY**

Upon termination of this Agreement, any necessary infrastructure to install the site (e.g., enclosure, signs, bag distribution boxes) purchased by the County and provided to the City shall be the sole property of the City.

**SECTION 8
LIABILITY**

8.1 GENERAL. Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, or agents.

8.2 LIMITATIONS. The provisions of Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the City. In the event of any claims or actions are filed against either Party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the Individual Parties.

8.3 DISPOSAL. The County shall defend, indemnify, and hold the City harmless from all claims, demands, penalties, fines, remedial actions, and liability due to the County or it's agents conduct or legal obligations under this contract made or imposed against the City in connection with the disposal of materials (organics and non-organics) deposited at the City drop-off site.

8.4 INDEMNITY. Except as to the obligation set forth in 8.3, each party shall defend, indemnify, and hold the other party against one party, following an independent determination that such liability or imposition was due to the failure by the other to perform its obligations under this agreement.

8.5 SURVIVORSHIP. The provisions of this Section shall survive the expiration or termination of this Agreement.

**SECTION 9
AUTHORIZED REPRESENTATIVES AND LIAISONS**

9.1 AUTHORIZED REPRESENTATIVES: The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

TO COUNTY:
Nikki Stewart, Director
Environmental Resources Department
14955 Galaxie Avenue
Apple Valley, MN 55124

TO CITY:
Pamela J. Gackstetter, or successor
Apple Valley Municipal Center
7100 147th Street
Apple Valley, MN 55124

In addition, notification to the County regarding termination under Section 10 of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

9.2 LIAISONS. To assist the parties in the day-to-day performance of this Agreement, to ensure compliance, and provide ongoing consultation, a liaison shall be designated by the County and the City. The County and the City shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

COUNTY LIAISON:

John Exner, or successor
Telephone: (952) 891-7112
Email: john.exner@co.dakota.mn.us

CITY LIAISON:

Matt Saam, or successor
Telephone: (952) 953-2412
Email: Matt.saam@applevalleymn.gov

**SECTION 10
TERMINATION**

10.1 IN GENERAL. Either party may terminate this Agreement by giving thirty (30) days' written notice of its intent to terminate, to the other party. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to perform the terms of this Agreement prior to the effective date of termination.

10.2 TERMINATION BY COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the City by email or facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

**SECTION 11
GENERAL PROVISIONS**

11.1 COMPLIANCE WITH LAWS/STANDARDS. The County and City agree to abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which either party is responsible.

11.2 EXCUSED DEFAULT – FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

11.3 CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE

- A. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- B. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

11.4 RECORDS RETENTION AND AUDITS. Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If any funds provided under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the parties must keep these records for at least six years or longer if any audit-in-progress needs a longer retention time.

11.5 MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and City.

11.6 ASSIGNMENT. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Said consent may be subject to conditions.

11.7 GOVERNMENT DATA PRACTICES. For purposes of this Agreement, all data on individuals collected, created, received, maintained, or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

11.8 MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota or U.S. District Court, District of Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.

11.9 MERGER. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

11.10 SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect

the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall impair the value of the entire Agreement with respect to either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

DAKOTA COUNTY

Approved as to form:

Assistant County Attorney/Date
KS-22-31

County Board Res. No. _____

Nikki Stewart, Director
Environmental Resources Department

Date of Signature: _____

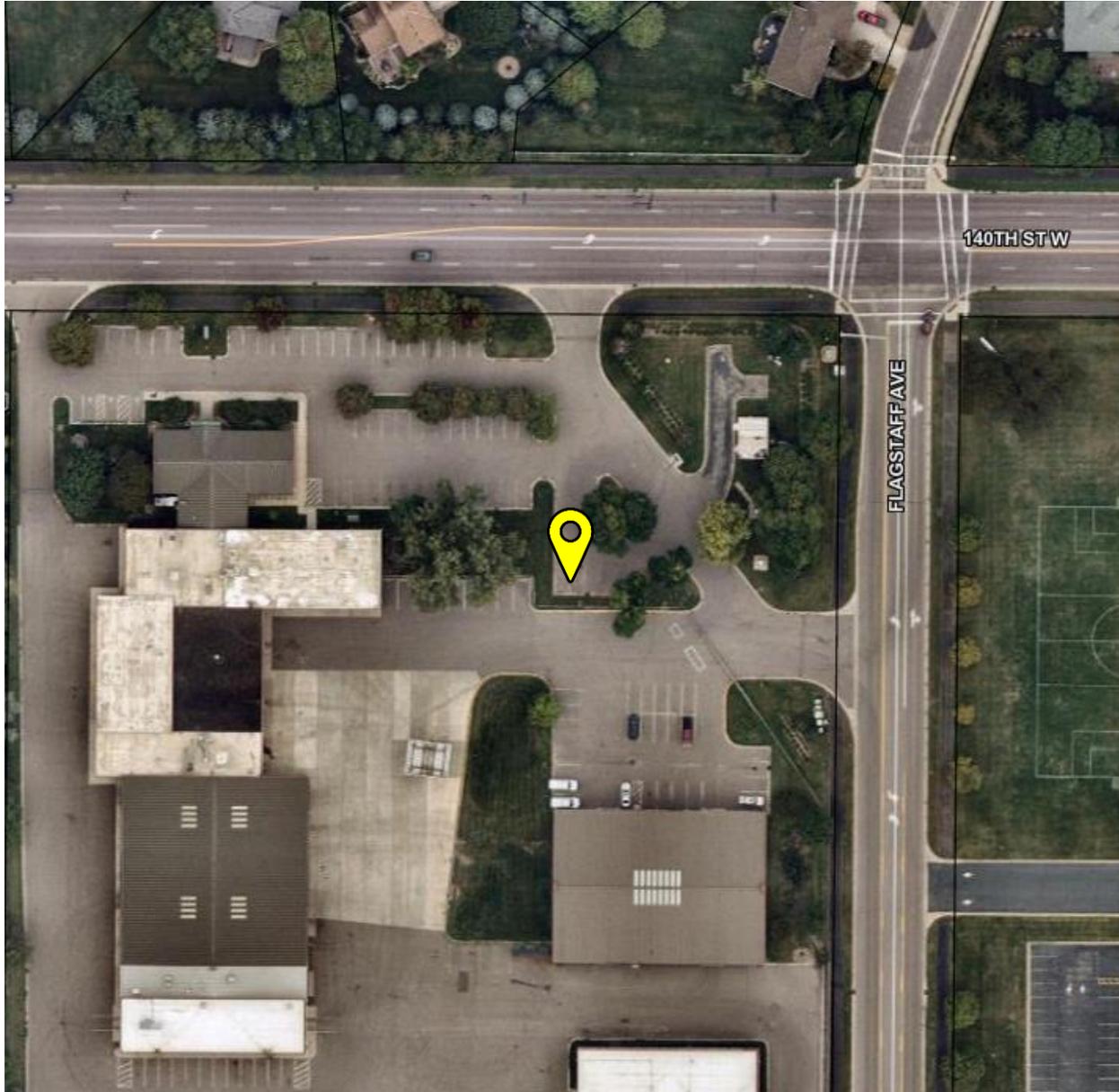
CITY OF APPLE VALLEY

Clint Hooppaw, Mayor, or successor
Date of Signature: _____

Pamela J. Gackstetter, Clerk, or successor
Date of Signature:

Proposed Residential Organics Drop-Off Location

Apple Valley Central Maintenance Facility
6442 140th Street W



Drop-Off Location



Joint Powers Agreement Exhibit 1
Residential Organics Drop-Off Site in Apple Valley
Six (6) – Year Term

Estimated Allocated Funds for Reimbursement to the City of Apple Valley

Hauling – Collection and Composting Fees (estimated over 6 years)	\$34,500
Compostable Bags (for participant use) (estimated over 6 years)	\$40,000
Drop-Off Enclosure (estimated quote)	\$25,000
Total Estimated Reimbursement Amount – Six (6) Year Term	\$99,500



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-1479

Agenda #: 4.3

Meeting Date: 11/1/2022

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Acquisition Of Easements On Wolfson Property And Authorization To Amend 2022 Environmental Resources Capital Improvement Program Budget

PURPOSE/ACTION REQUESTED

- Authorize to expend up to \$331,000 to acquire and restore an 8.32-acre permanent natural area conservation easement (NA Easement) and a 1.59-acre regional greenway corridor easement (Corridor Easement) on the Wolfson Commercial Properties LLC property.
- Authorize for the Physical Development Director (PDD) to sign two purchase agreements (PA).
- Authorize for the County Board Chair to execute the two easements and sign a Notice of Funding Restriction (NOFR).
- Authorize to amend the 2022 Environmental Resources (ER) Capital Improvement Program (CIP) budget.

SUMMARY

The Wolfson family, now through Wolfson Commercial Properties, LLC (Wolfson) have owned a 9.91-acre property located in the City of Rosemount (City) since 1910. This property was identified as a high priority area for protection in the 2001 Farmland and Natural Areas Protection Plan and is located within the Lebanon Hills Conservation Focus Area identified in the 2020 Land Conservation Plan. The property bisects the two portions of the McMenemy property approved for acquisition by the County Board in June 2022 and includes similar high-quality forest and wetlands. A short segment of the Vermillion Highlands Regional Greenway is also located within the Wolfson property.

The Wolfson's first submitted a land protection application in 2012 and again in 2017. Staff completed an appraisal in 2017, but an offer was not made because the County's offer to the McMenemy family was not accepted. With proposed residential development on land adjacent to the Wolfson property, County and City staff and the landowner renewed discussions about acquisition in 2021 that would include the County acquiring a NA and RG easement and the City acquiring fee title and managing the property as a new City park. The NA and Corridor Easements are legally described and depicted in attachments. An appraisal was completed in July 2022 and reviewed and approved by County staff. In subsequent negotiations, the Wolfson's agreed to sell the easements and fee title for approximately 6.5 percent more than the appraised value for a total purchase price of \$337,000. The County and City would provide additional funding to restore and improve the habitat within the easement areas using adopted funding formulas.

Seventy-five percent State Outdoor Heritage (OH) funding approved by the 2022 Minnesota

Legislature (ML22) for acquisition and restoration is available for this project. A NOFR must be signed by the County Board Chair requiring any future sale of the NA Easement be approved of by the Lessard-Sams Outdoor Heritage Council or a successor. A financial summary of the project is as follows:

	Acquisition <u>Cost</u>	Estimated <u>Closing Costs</u>	Total <u>Cost</u>	ML22 OH <u>Funding</u>	County <u>Expense</u>
NA Easement	\$254,700	\$1,850	\$256,550	\$192,413	\$64,137
RG Easement	\$48,100	\$350	\$48,450		\$48,450
Fee Title (City)	\$34,200				
Restoration			<u>\$26,000</u>	<u>\$19,500</u>	<u>\$6,500</u>
Totals	<u>\$337,000</u>	<u>\$2,200</u>	<u>\$331,000</u>	<u>\$211,913</u>	<u>\$119,087</u>

RECOMMENDATION

Staff recommends approval of the acquisition of the NR and Corridor Easements on the Wolfson property; authorization for the PDD to execute the PA; authorization for the County Board Chair to execute the NR and RG easements and the NOFR; and authorization to amend the 2022 ER CIP budget.

EXPLANATION OF FISCAL/FTE IMPACTS

There are adequate ML22 OH funds and County match funds in the 2022 ER CIP for acquisition and restoration. The available source of funding for the Corridor Easement is the Acquisition Opportunity Fund County Match included in the 2022 Parks CIP.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, the Wolfson family, through Wolfson Commercial Properties LLC (Wolfson), owns 9.91 acres in the City of Rosemount (City), including high-quality forest and wetlands; and

WHEREAS, the 2001 Farmland and Natural Area Protection Plan identified the Wolfson property as one of the top ten sites to protect in the County; and

WHEREAS, the the Wolfson property is located within the Lebanon Hills Conservation Focus Area identified as a priority area within the 2020 Land Conservation Plan for Dakota County; and

WHEREAS the Vermillion Highlands Greenway Master Plan identifies a segment of the Vermillion Highlands Greenway for development within the Wolfson property; and

WHEREAS in 2021, the County and the City renewed discussion with the Wolfson’s about acquisition options in association with planned residential development of adjacent property; and

WHEREAS the proposed land protection project included the County acquiring an 8.32-acre natural area conservation easement (NA Easement) and a 1.59-acre Vermillion Highlands Regional Greenway Easement (Corridor Easement), with the City acquiring fee title and managing the entire property as a new City park; and

WHEREAS, County staff completed and approved an appraisal of the Wolfson property in July 2022;

and

WHEREAS, during subsequent negotiations, the County, City, and Wolfson's agreed to a sale price approximately 6.5 percent greater than the appraised total value or \$337,000, including \$254,700 for the NA Easement and \$48,100 for the Corridor Easement; and

WHEREAS, the estimated closing costs are \$2,200; and

WHEREAS, the Rosemount City Council has previously approved acquisition of the adjacent McMenomy property and expressed similar support to acquire the Wolfson property; and

WHEREAS, acquisition of the NA Easement and restoration is eligible for state Outdoor Heritage (OH) funding appropriated to the County by the Minnesota Legislature in 2022 (ML22); and

WHEREAS, the 2022 Environmental Resources (ER) Capital Improvement Program (CIP) budget includes adequate funding from ML22 OH funds and County grant-match funds for acquiring the NA Easement; and

WHEREAS, the 2022 Parks CIP included adequate funding for acquiring the Corridor Easement; and

WHEREAS, expenditure of OH funds by the County for a NA Easement on the Wolfson property requires the County Board Chair to sign and the County to record a Notice of Funding Restriction (NOFR); and

WHEREAS, the Physical Development Director (PDD) is required to sign purchase agreements (PA) to acquire the NA Easement and Corridor Easement on the Wolfson property; and

WHEREAS, the final acquisition costs of the two easements on the Wolfson property will be determined after the settlement statements are finalized and all associated acquisition expenses have been invoiced.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the expenditure of up to \$331,000, including \$254,700 to acquire the 8.32-acre NA Easement, \$48,100 to acquire the 1.59-acre Corridor Easement on the Wolfson property, an estimated \$2,200 in closing costs, and an estimated \$26,000 for restoration costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the PDD to execute two PAs with Wolfson's to acquire the NA and Corridor easements, subject to approval by the County Attorney's Office (CAO) as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Board Chair to execute a NOFR as required for use of ML22 OH funds for acquiring the NA Easement on the Wolfson property, subject to approval by the CAO as to form; and

BE IT FURTHER RESOLVED, That the 2022 Environmental Resources Capital Improvement Program (CIP) budget is hereby amended as follows:

Expense

Acquisition of the NA Easement on the Wolfson property (LC10075)	\$256,550
Restoration of the NA Easement (LC30058)	\$ 26,000
ML 22 OH (LC00010)	<u>(\$282,550)</u>
Total Expense	\$0

Revenue - Easement

Acquisition NA Easement - ML 22 OH Grant funding (LC10075)	\$192,450
Acquisition NA Easement - ML 22 County Grant Match (LC10075)	\$ 64,100
ML 22 OH Grant funding(LC00010)	<u>(\$192,450)</u>
ML 22 OH County Grant Match (LC00010)	<u>(\$ 64,100)</u>
Total Revenue	\$0

Revenue - Restoration

Restoration Wolfson property ML 22 OH Grant funding (LC30058)	\$26,000
ML 22 OH Grant Funding (LC00010)	<u>(\$19,500)</u>
ML 22 OH County Grant Match	<u>(\$ 6,500)</u>
Total Revenue	\$0

; and

BE IT FURTHER RESOLVED, That following acquisition of the NA Easement on the Wolfson property, staff will submit the necessary forms and documentation to the State of Minnesota (State) to receive approximately \$211,950 in reimbursement funds; and

BE IT FURTHER RESOLVED, That such reimbursement from the State will be returned to the 2022 ER CIP.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

- Attachment: Legal Description of the Easements
- Attachment: General Depiction of the Easements

BOARD GOALS

- A Great Place to Live
- A Healthy Environment
- A Successful Place for Business and Jobs
- Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Nikki Stewart
Author: Alan Singer

Legal Description of the Natural Area Easement on the Wolfson Commercial Properties, LLC Property

Tract No. 387

A permanent Natural Area Easement over the North Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 16, Township 115 North, Range 19 West, Dakota County, Minnesota EXCEPTING from said Natural Area easement that part of said North Half of the South Half described as follows: Commencing at the northwest corner of said Southeast Quarter of the Northeast Quarter of Section 16; thence South 00 degrees 11 minutes 32 seconds West, assumed bearing, along the west line of said Southeast Quarter of the Northeast Quarter of Section 16 a distance of 63.40 feet; thence South 82 degrees 07 minutes 25 seconds East a distance of 358.17 feet; thence South 63 degrees 17 minutes 26 seconds East a distance of 201.49 feet; thence South 38 degrees 57 minutes 20 seconds East a distance of 373.07 feet; thence South 86 degrees 06 minutes 37 seconds East a distance of 194.62 feet; thence South 05 degrees 17 minutes 18 seconds East a distance of 142.12 feet to the north line of said North Half of the South Half of the Southeast Quarter of the Northeast Quarter and the point of beginning of the easement to be described; thence South 20 degrees 38 minutes 00 seconds West a distance of 348.58 feet to the south line of said North Half of the South Half of said Southeast Quarter of the Northeast Quarter; thence South 89 degrees 47 minutes 47 seconds West along said south line a distance of 148.43 feet; thence North 05 degrees 01 minutes 40 seconds East a distance of 234.26 feet; thence North 50 degrees 33 minutes 11 seconds West a distance of 144.92 feet to said north line of the North Half of the South Half of said Southeast quarter of the Northeast Quarter; thence North 89 degrees 47 minutes 32 seconds East along said north line a distance of 362.65 feet to the point of beginning.

Area: 8.32 acres

Legal Description of the Regional Greenway Easement on the Wolfson Commercial Properties, LLC Property

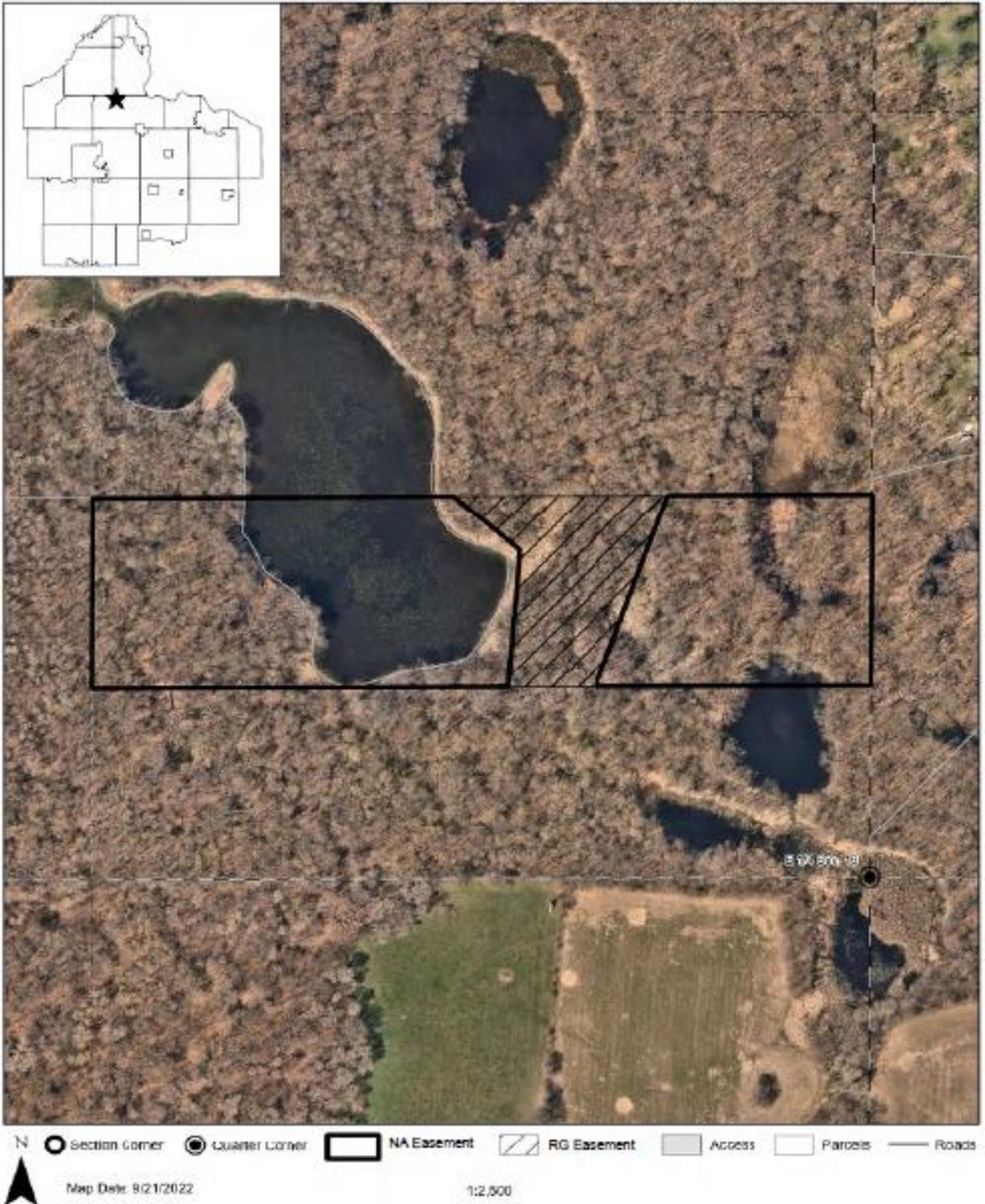
Tract No. 388

A permanent Regional Greenway Easement over that part of the North Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 16, Township 115 North, Range 19 West, Dakota County, Minnesota described as follows: Commencing at the northwest corner of said Southeast Quarter of the Northeast Quarter of Section 16; thence South 00 degrees 11 minutes 32 seconds West, assumed bearing, along the west line of said Southeast Quarter of the Northeast Quarter of Section 16 a distance of 63.40 feet; thence South 82 degrees 07 minutes 25 seconds East a distance of 358.17 feet; thence South 63 degrees 17 minutes 26 seconds East a distance of 201.49 feet;

thence South 38 degrees 57 minutes 20 seconds East a distance of 373.07 feet; thence South 86 degrees 06 minutes 37 seconds East a distance of 194.62 feet; thence South 05 degrees 17 minutes 18 seconds East a distance of 142.12 feet to the north line of said North Half of the South Half of the Southeast Quarter of the Northeast Quarter and the point of beginning of the Greenway easement to be described; thence South 20 degrees 38 minutes 00 seconds West a distance of 348.58 feet to the south line of said North Half of the South Half of said Southeast Quarter of the Northeast Quarter; thence South 89 degrees 47 minutes 47 seconds West along said south line a distance of 148.43 feet; thence North 05 degrees 01 minutes 40 seconds East a distance of 234.26 feet; thence North 50 degrees 33 minutes 11 seconds West a distance of 144.92 feet to said north line of the North Half of the South Half of said Southeast quarter of the Northeast Quarter; thence North 89 degrees 47 minutes 32 seconds East along said north line a distance of 362.65 feet to the point of beginning.

Area: 1.59 acres

General Depiction of the Natural Area and Regional Greenway Easements on the Wolfson Commercial Properties, LLC Property





Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-1425

Agenda #: 5.1

Meeting Date: 11/1/2022

DEPARTMENT: Parks, Facilities, and Fleet Management

FILE TYPE: Regular Action

TITLE

Approval Of Schematic Design For Law Enforcement Center Integrated Health Unit Addition And Authorization To Proceed Through Design Development

PURPOSE/ACTION REQUESTED

Review and approve the Law Enforcement Center Integrated Health Unit Addition schematic design as presented and authorize staff to proceed with design through the design development phase.

SUMMARY

The 2022-2026 Building Capital Improvement Program (CIP) Adopted Budget includes a project to design and construct a dedicated Law Enforcement Center unit to address medical and mental health needs of inmates.

In early 2022, Capital Projects Management staff solicited proposals for design services through a competitive Request for Proposal process. After evaluations of written proposals and in-person interviews, a selection committee unanimously recommended Wold Architects and Engineers (Wold) to lead the design efforts for this project. This selection was approved by the Dakota County Board of Commissioners through Resolution No. 22-257 (June 21, 2022).

A Core Planning Group comprised of County staff from the Sheriff's Office, Facilities, and IT Departments worked with Wold to identify project needs, confirm the space program, and guide design efforts. The established guiding principles for the design efforts focused on creating an addition that provides increased flexibility for housing inmates with medical or mental health needs in a secure and supportive environment.

The space program was confirmed to include 30 beds, required support spaces such as dayrooms, showers, and access to exterior space, program spaces for inmates, staff, and visiting consultants, and space for contracted medical staff and services inside this unit. As shown in the attached schematic design images (Attachment: Schematic Design), the space is separated into eight units. This will provide flexibility for housing both male and female inmates with different needs and classifications while maintaining required separations.

The project design incorporates biophilic and trauma-informed design principles, meets the Minnesota Department of Corrections design requirements for detention facilities, and currently includes provisions to meet or exceed the State of Minnesota's B3 Sustainable Building Energy Standards.

Capital Projects Management staff solicited an independent cost estimate and opinion of constructability. This estimate was then compared to a cost estimate provided by the design consultant to conclude the estimates are within the project budget. Additionally, this review effort did not uncover any major issues or concerns with the project constructability, timeline, or overall intent.

If the County Board of Commissioners approves the schematic design as presented, staff will continue efforts to complete the design development phase of work. This course of action will result in the major design decisions being made, but will stop short of any detailed bidding documents being prepared. During this time period the County can simultaneously work to identify the funding for the project construction. Once funding is identified or secured the remaining detailed design work, bidding and construction will proceed. Staff will return to the County Board for design development approval, anticipated to be complete in early 2023, to confirm the intended funding sources for the project construction and to confirm the schedule for the remaining project efforts.

RECOMMENDATION

Staff recommends the approval of the Law Enforcement Center Integrated Health Unit Addition schematic design as presented and that design efforts proceed through the end of the design development phase.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2022 amended Building CIP Budget includes total funding of \$5,000,000. There is an additional \$10,000,000 included in the draft 2023-2027 Building CIP (Attachment: Financial Summary), for a total project budget of \$15,000,000. The schematic design cost estimates are within this project budget, including escalation to match the intended start of construction in 2023. Postponing the start of construction to 2024 will add an estimated \$1,000,000 to the total project cost.

- None Current budget Other
 Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, the 2022-2026 Building Capital Improvement Program (CIP) Adopted Budget includes a project to design and construct a dedicated Law Enforcement Center unit to address medical and mental health needs of inmates; and

WHEREAS, the design team of Wold Architects and Engineers was selected through a Request for Proposal process to lead the design efforts for the project; and

WHEREAS, the design team worked with the Core Planning Group to develop the schematic design to meet identified project needs; and

WHEREAS, the proposed schematic design meets the identified project needs: 30 beds separated into different units; support and program spaces; medical support spaces; and overall increased flexibility for housing inmates in a secure and supportive environment; and

WHEREAS, the cost estimates prepared for the schematic design developed to date are within the project budget; and

WHEREAS, sufficient funds are available within the 2022-2026 Building Capital Improvement Program Adopted Budget to complete the design and bidding phases of this project; and

WHEREAS, staff will return to the County Board at the end of the design development phase, anticipating to be complete in early 2023, to confirm the intended funding sources and the schedule for the remaining project efforts.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the recommended schematic design for the Law Enforcement Center Integrated Health Unit Addition and approves the project proceeding through the end of the design development phase.

PREVIOUS BOARD ACTION

22-257; 06/21/22

ATTACHMENTS

Attachment: Schematic Design
Attachment: Financial Summary

BOARD GOALS

- A Great Place to Live
- A Successful Place for Business and Jobs
- A Healthy Environment
- Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Taud Hoopingarner
Author: Patricia Bremer



Law Enforcement Center Integrated Health Unit Addition

November 1, 2022 Physical Development Committee of the Whole

RBA: Approval of Schematic Design for the Law Enforcement Center Integrated Health Unit Addition and authorization to proceed through design development.

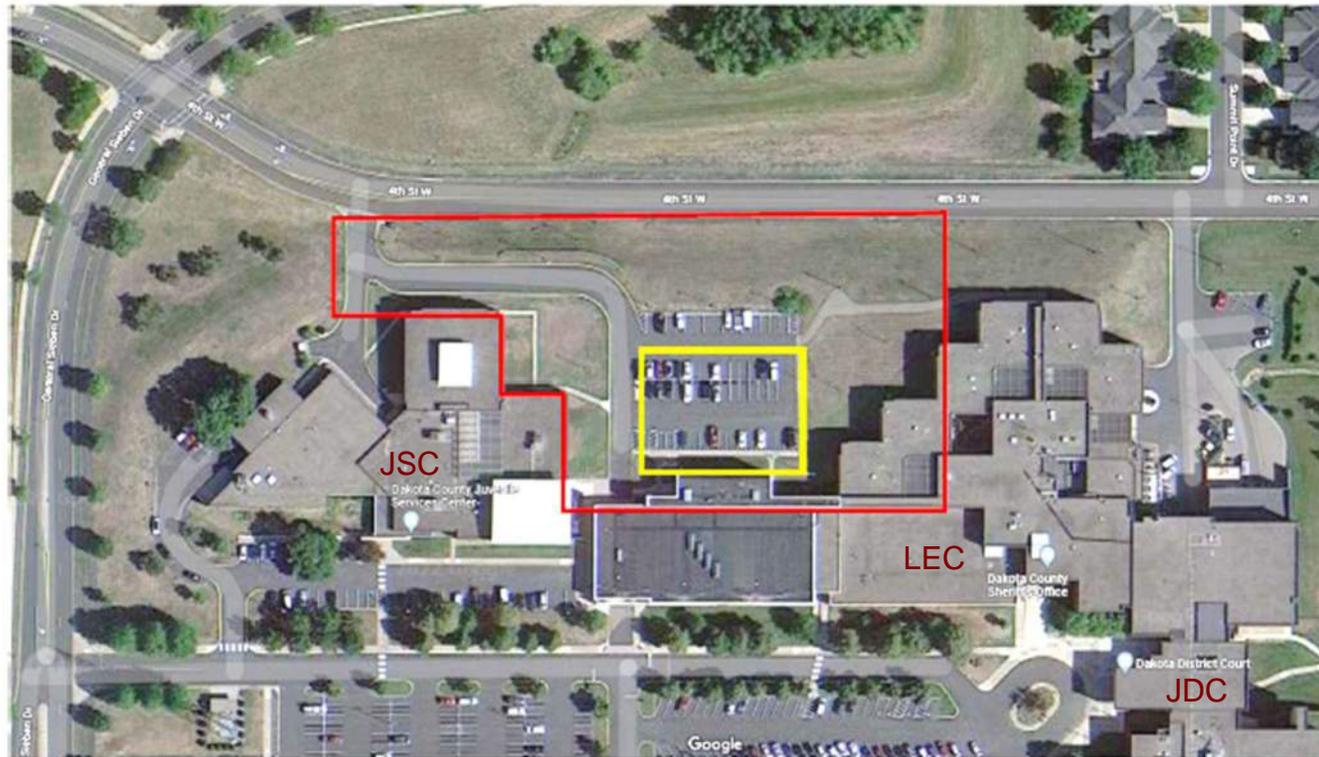


Image 1 – Existing Site Aerial Image

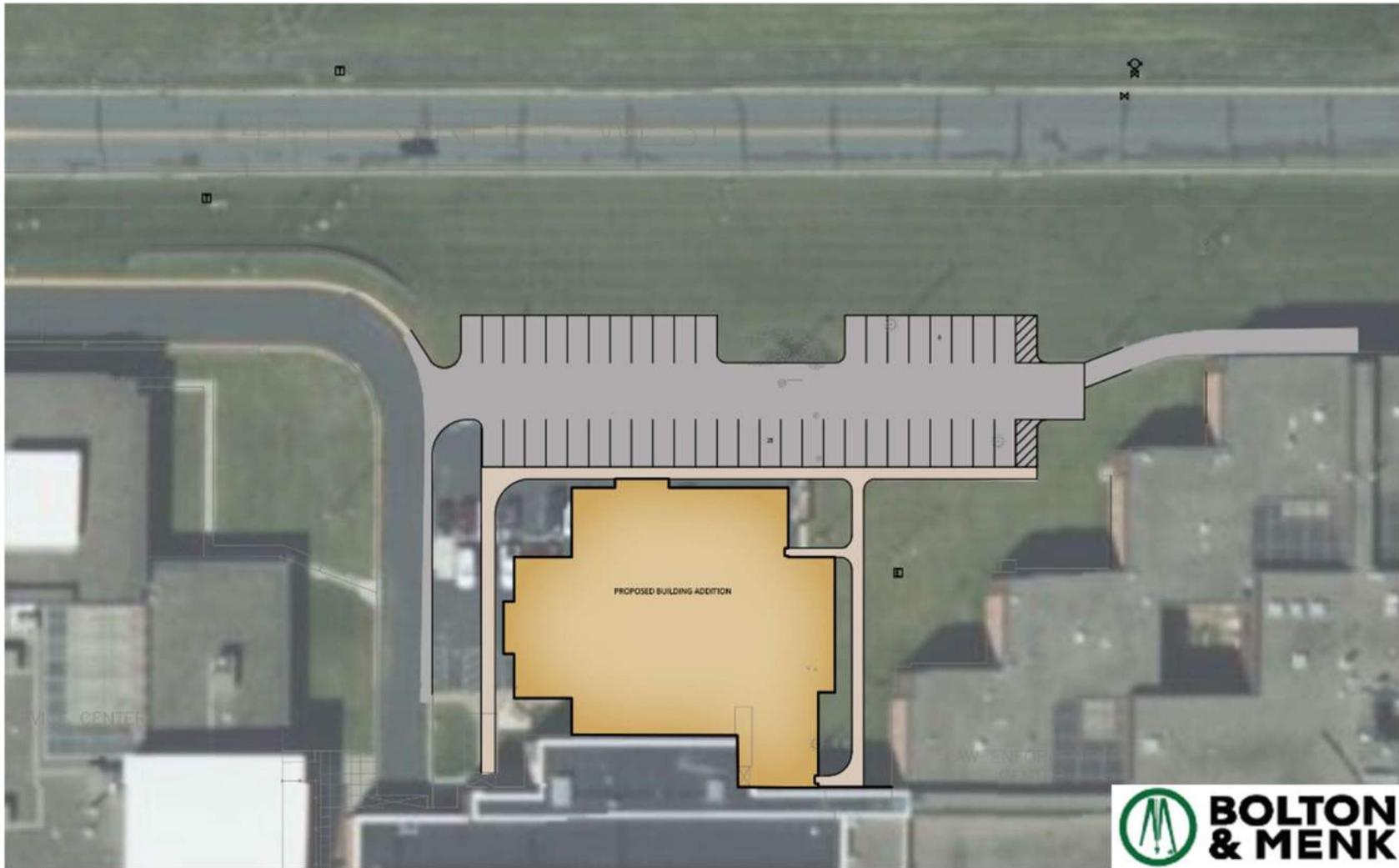


Image 2 – Proposed Site Plan



Image 3 – Proposed Building Plan



Image 4 – Interior Rendering



Image 5 – Interior Rendering

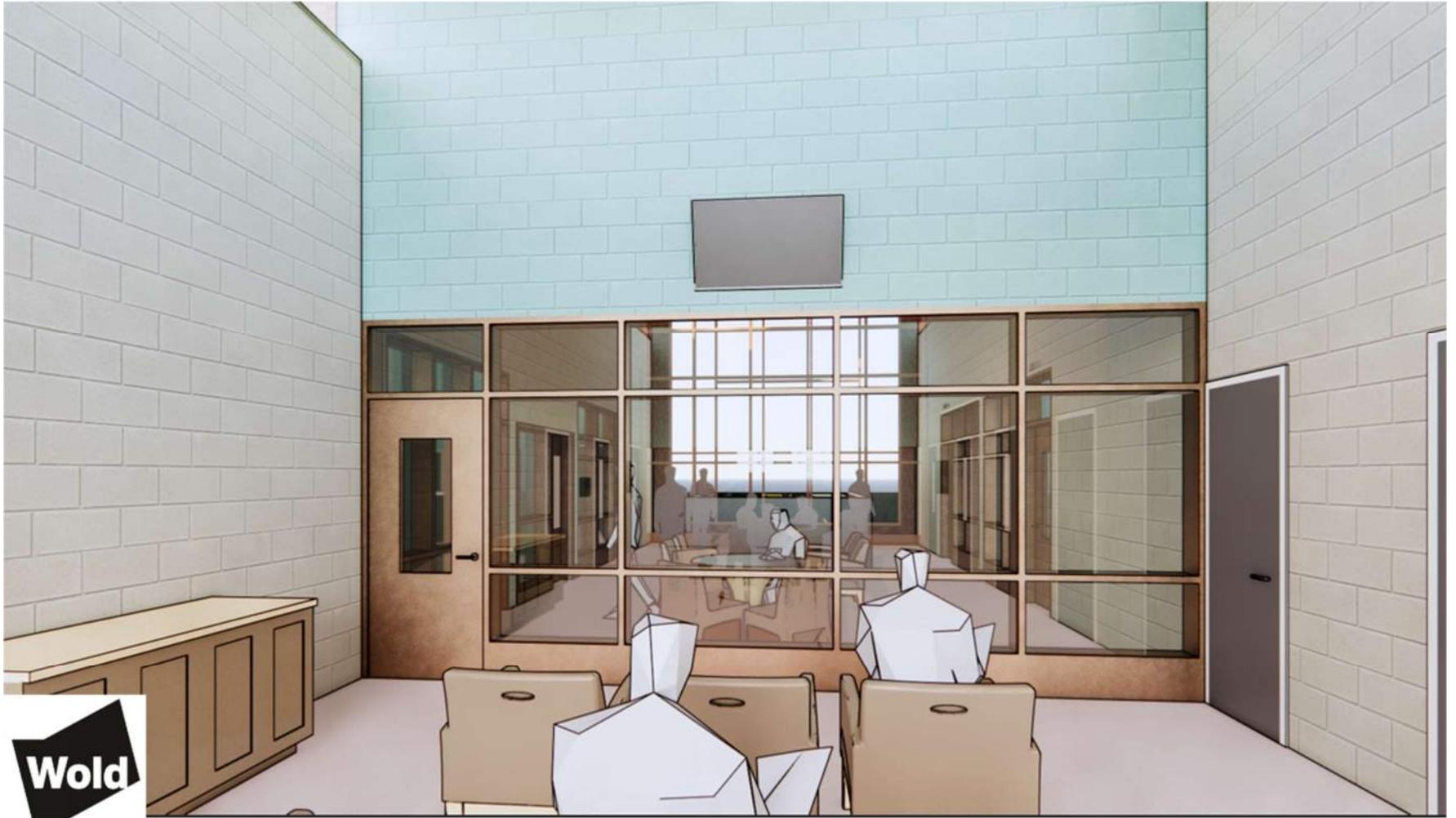


Image 6 – Interior Rendering



Image 7 – Exterior Massing Diagram



Image 8 – Exterior Rendering

Project B20046 LEC Integrated Health Unit

Year	Expense Budget			Funding Sources Budget						
	Budget	Proposed RBA	Revised Budget	Current County's Share	Proposed RBA	Revised County's Share	Current Non-County Funding	Proposed RBA	Revised Non-County Funding	Total Revised Project Funding
Prior to 2022	-	-	-	-	-	-	-	-	-	-
2022 Budget	5,000,000		5,000,000	5,000,000		5,000,000	-	-	-	5,000,000
2023 Plan	5,000,000		5,000,000	5,000,000	-	5,000,000	-	-	-	5,000,000
2024 Plan	5,000,000		5,000,000	5,000,000	-	5,000,000	-	-	-	5,000,000
2025 Plan	-		-	-	-	-	-	-	-	-
2026 Plan	-		-	-	-	-	-	-	-	-
<i>Current CIP Total</i>	<i>15,000,000</i>	<i>-</i>	<i>15,000,000</i>	<i>15,000,000</i>	<i>-</i>	<i>15,000,000</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>15,000,000</i>
Costs Beyond Current CIP	-		-	-		-	-		-	-
Total	15,000,000	-	15,000,000	15,000,000	-	15,000,000	-	-	-	15,000,000



Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-1516

Agenda #: 5.2

Meeting Date: 11/1/2022

DEPARTMENT: Transportation

FILE TYPE: Regular Action

TITLE

Authorization To Submit Project Recommendation And Provide Resolutions Of Support For Minnesota Department Of Transportation's 2022 Corridors Of Commerce Program

PURPOSE/ACTION REQUESTED

Authorize staff to submit a project recommendation for the Minnesota Department of Transportation's (MnDOT) 2022 Corridors of Commerce (COC) Program and provide resolutions of support for projects within Dakota County.

SUMMARY

To provide a safe and efficient multi-modal transportation system, Dakota County seeks outside funding for priority transportation projects within the County. Minnesota Department of Transportation is currently seeking project recommendations for the COC Program through November 30, 2022. The Minnesota Legislature created COC in 2013 to:

- Provide additional highway capacity on segments where there are currently bottlenecks in the system.
- Improve the movement of freight and reduce barriers to commerce.

The COC program is intended to fund projects outside of MnDOT's regular highway and bridge program and has its own eligibility requirements and selection criteria (see Attachment: COC Criteria). Minnesota Department of Transportation is estimating a statewide total of \$250 million available for the 2022-2023 program, with approximately half of that available for projects in MnDOT's Metro District pending guidance from the 2023 Legislature.

A new process has been established by MnDOT for submitting projects in 2022. This process limits each organization to one project recommendation. There is no stated benefit of having more than one organization recommend a project. There is a community consensus scoring criteria that allocates full points to projects that have a letter or resolution of support from each municipality and county touched by the project limits, the metropolitan planning organization, and one chamber of commerce.

Dakota County staff and cities have identified three potential projects in the County for the COC program in 2022 based on program guidance and scoring criteria (see Attachment: COC Projects):

- Trunk Highway (TH) 13 Freeway Conversion in Scott and Dakota Counties: Construct grade-separated intersections at five locations between Quentin Avenue in Savage and Nicollet Avenue in Burnsville (request from City of Burnsville and Scott County).
- I-35 and Highway 50 Interchange Reconstruction in Lakeville: Reconstruct the existing

deficient interchange at I-35 and County State Aid Highway (CSAH) 50 (request from City of Lakeville).

- Trunk Highway 77 Capacity Improvements: Add a third northbound lane on TH 77 between 138th Street and I-35E (request from cities of Eagan and Apple Valley).

Of the three projects, the I-35/Highway 50 project has the greatest impact to Dakota County because it is an interchange with a County Highway. The project is also identified in the Dakota County Draft 2023-2027 Capital Improvement Program for planned construction in 2026, with a significant funding gap. Without securing external funds, the financial burden of this project will fall largely to the County. The Board has also identified this project as a top priority for seeking external funds from the Legislature and Congress.

All three projects are identified in the Dakota County 2040 Transportation Plan as needs that would benefit County residents if funding is secured and the projects are implemented. All three projects have a potential city project nominator should the County decide not to nominate the project. A resolution of support for the projects not nominated by Dakota County would ensure they receive the maximum points under the community consensus scoring criteria.

RECOMMENDATION

Staff recommends that the Board authorize staff to submit the I-35 and Highway 50 Interchange as the County’s project submittal for the 2022 Corridors of Commerce Program. Staff also recommends the Board provide resolutions of support for the TH 13 and TH 77 projects that may be nominated by other entities.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, to provide a safe and efficient multi-modal transportation system, Dakota County seeks outside funding for priority transportation projects within the County; and

WHEREAS, the Minnesota Department of Transportation is currently seeking project recommendations for the Corridors of Commerce Program (COC) through November 30, 2022; and

WHEREAS, the Minnesota Legislature created the COC to provide additional highway capacity on segments where there are currently bottlenecks and improve freight and commerce; and

WHEREAS, the Dakota County 2040 Transportation Plan identifies several segments of Trunk Highways in the County in need of mobility and freight improvements, including Trunk Highway 13 in Burnsville, Trunk Highway 77 in Apple Valley and Eagan, and I-35 at County Highway 50 in Lakeville; and

WHEREAS, the COC program only allows each entity to recommend one project for consideration in 2022; and

WHEREAS, the Draft Dakota County 2023-2027 Capital Improvement Program includes the I-35 and County Highway 50 Interchange in Lakeville with a significant funding gap that would impact Dakota

County if external funds are not received; and

WHEREAS, other entities may nominate the Trunk Highway 13 project and the Trunk Highway 77 project; and

WHEREAS, the COC scoring criteria favors projects with resolutions of support from each county within a project’s limits.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorize the Dakota County Transportation Director/County Engineer to submit the I-35/County Highway 50 Interchange Reconstruction Project in Lakeville as Dakota County’s Corridors of Commerce project recommendation in 2022.

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners supports the Trunk Highway 13 project in Burnsville and Savage and the Trunk Highway 77 project in Apple Valley and Eagan as important mobility and freight improvements within Dakota County.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: COC Scoring Criteria

Attachment: COC Projects

BOARD GOALS

- A Great Place to Live
- A Successful Place for Business and Jobs
- A Healthy Environment
- Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

Department Head: Erin Laberee

Author: Gina Mitteco

Attachment: Corridors of Commerce (COC) Eligibility and Scoring Criteria

Source: MnDOT COC Program Scoring (www.dot.state.mn.us/corridorsofcommerce/index.html)

Project Eligibility

MN Statute 161.088 identified the following program eligibility guidelines:

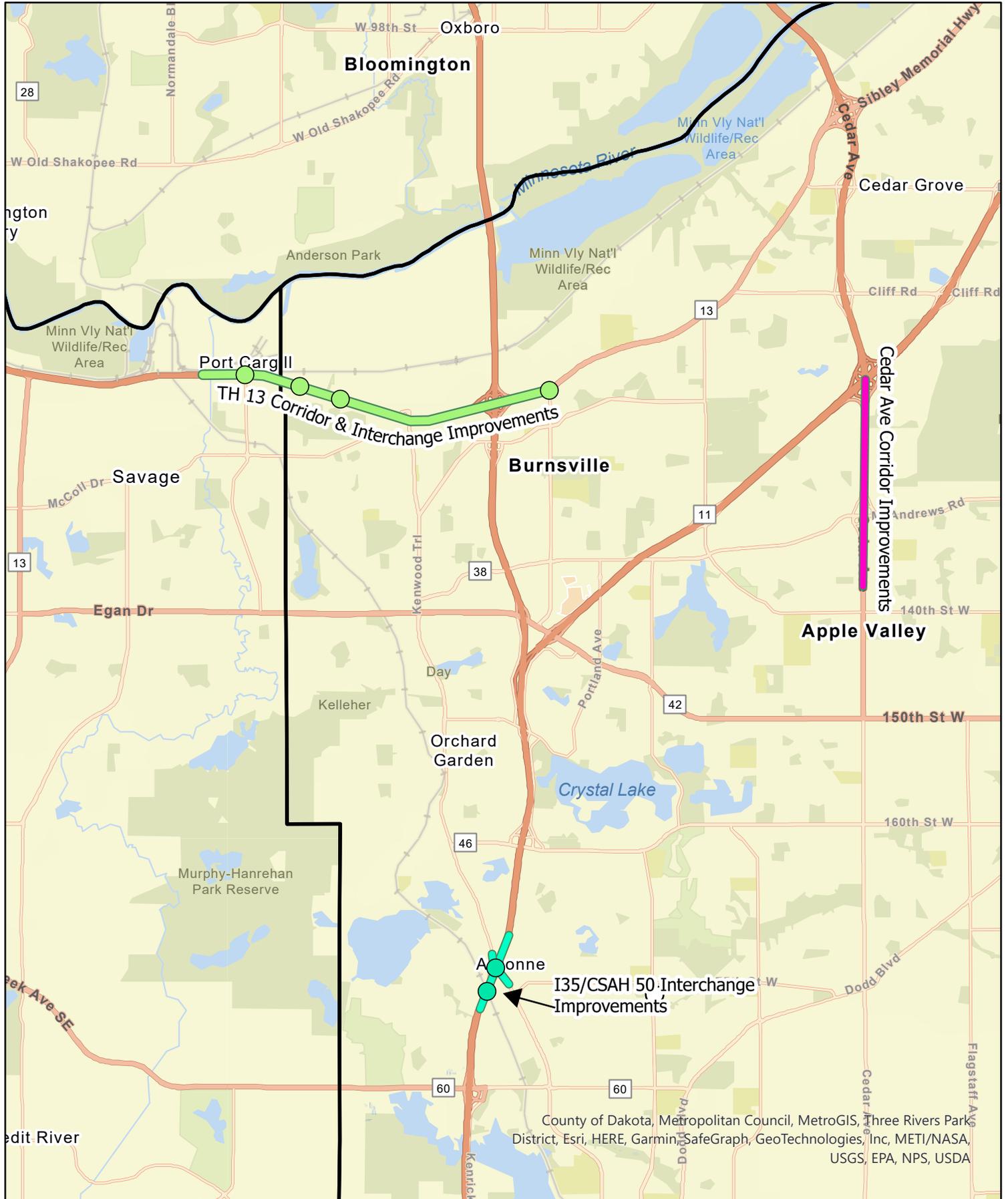
1. Projects must either be classified as a Capacity Improvement or Freight Improvement Project.
 - a. Capacity Improvement Projects must meet one of the following;
 - Currently is not a divided highway, and that highway is an expressway or freeway beyond the project limits.
 - Contains a highway terminus that lacks an intersection or interchange with another trunk highway.
 - Contains fewer lanes of travel compared to that highway beyond the project limits.
 - Contain a location that is proposed as a new interchange or to be reconstructed from an intersection to an interchange.
 - b. Freight Improvement Projects must meet one of the following;
 - Remove or reduce an existing barrier to commerce.
 - Preserve existing freight movement.
 - Support an emerging industry.
 - Provide connections between the trunk highway system and other transportation modes for the movement of freight.
2. Projects must be consistent with MnDOT's Statewide Multimodal Transportation Plan.
3. Projects must be able to begin construction within four years of award of the funding, but the actual construction start may be delayed beyond 4-years to avoid impacts to the travelling public by having parallel routes in the same region under construction at the same time.
4. Projects must be on the Interregional Corridor Network of state highways, including the supplemental freight routes, in Greater Minnesota or any state highway in the eight-county MnDOT Metropolitan District.
5. The amount of corridors of commerce funding needed to construct the project (including construction cost, right-of-way, & engineering) cannot exceed the amount of funding available.
6. A project that is listed in MnDOT's State Transportation Improvement Program (STIP) is not eligible for funding, unless the project was listed in the STIP because it previously received Corridors of Commerce funding.

Scoring and Ranking

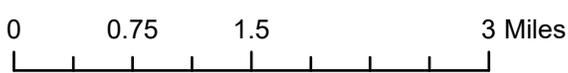
The Corridors of Commerce law includes nine criteria which MnDOT must use to score projects.

- Return on Investment
- Economic Competitiveness
- Freight Efficiency
- Safety
- Regional Connections
- Policy Objectives
- Community Consensus
- Project Deliverability
- Regional Balance

Attachment: Potential Corridors of Commerce Project Locations



County of Dakota, Metropolitan Council, MetroGIS, Three Rivers Park District, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA





Physical Development Committee of the Whole

Request for Board Action

Item Number: DC-1499

Agenda #: 5.3

Meeting Date: 11/1/2022

DEPARTMENT: Environmental Resources

FILE TYPE: Regular Information

TITLE

Update On Status Of 2023-2027 Landfill Host Fee Agreement Negotiations

PURPOSE/ACTION REQUESTED

Provide an update on the status of the ongoing 2023-2027 Landfill Host Fee Agreement (Agreement) negotiations.

SUMMARY

Dakota County has negotiated Agreements with six local landfills since the late 1990s. Host fees collected are deposited in the Environmental Legacy Fund (ELF) and are used for the purposes of protection, preservation, or enhancement of the environment. The average annual revenue associated with the Agreements over the past five years has been \$8,461,892 (2017-2021).

Agreements currently exist with the Burnsville Sanitary Landfill (Burnsville), Burnsville Dem/Con Landfill (Burnsville), Frattalone’s Dawnway Demolition Landfill (South St. Paul), Pine Bend Sanitary Landfill (Inver Grove Heights), SKB Rich Valley Demolition Landfill (Inver Grove Heights), and SKB Industrial Waste Landfill (Rosemount). All of these Agreements expire on December 31, 2022.

Host fees are deposited in the ELF, which was established by the County Board in December 2015 for the purposes of protection, preservation, or enhancement of the environment. The ELF also includes the balance from the previous Environmental Management Fund and a portion of the annual proceeds from the Gravel Tax.

A team of County staff representing County Finance, the County Attorney’s Office, the Physical Development Division, and the Environmental Resources Department has been meeting with landfill representatives to negotiate new agreements that would start January 1, 2023.

Staff will provide an update on the status of these negotiations.

RECOMMENDATION

None.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

Information only; no action requested

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

None.

BOARD GOALS

- A Great Place to Live
- A Successful Place for Business and Jobs
- A Healthy Environment
- Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACT

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Physical Development Committee of the Whole

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Item Number: DC-1552

Agenda #: 7.1

Meeting Date: 11/1/2022

Adjournment